



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91802-1460

May 4, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**001347**  
**Amendment 1**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT TO SERVICE CONTRACT FOR  
WHITTIER BOULEVARD CLEAN-UP PROJECT  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that service for enhanced maintenance along Whittier Boulevard in East Los Angeles remains capable of being performed more economically by an independent contractor than by County employees, in accordance with Los Angeles County Code Chapter 2.201.
3. Approve the enclosed Amendment 1 to Contract No. 001347 with Woods Maintenance Services, Incorporated, d.b.a. Graffiti Control Systems for the Whittier Boulevard Clean-Up Project to enable this contract to continue on a month-to-month basis for up to six months, starting July 1, 2006, while Public Works completes the solicitation process for a replacement contract.
4. Approve supplementing the Whittier Boulevard Clean-Up Project by \$84,000, one-half of the annual contract amount, for the six-month period. Authorize Public Works to encumber this amount plus 10 percent for any additional and unscheduled work requirements that are within the scope of work for this contract. The monthly amount of the contract will continue to be \$14,000, of which \$13,000 will be funded with Supervisorial District 1

Road Construction Program funds, and the remaining \$1,000 will be funded from the Off-Street Parking Districts and Preferential Parking funds. Funds have been requested in Public Works' Proposed 2006-07 budgets for these two funds.

5. Instruct the Mayor to execute this amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 17, 2003, Synopsis 89, your Board approved Contract No. 001347 with Woods Maintenance Services, Incorporated, d.b.a. Graffiti Control Systems, located in North Hollywood, California, for the Whittier Boulevard Clean-Up Project. The contract was for an initial 1-year period with two 1-year renewal options beginning July 1, 2003. All of the renewal options have been exercised. The purpose of this action is to continue these services on a month-to-month basis, starting July 1, 2006, for up to six months while Public Works completes the solicitation process for replacement contracts. When proposals have been received and evaluated, Public Works will recommend contract award for continued provision of this service.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will continue to utilize the contractor's expertise to effectively provide these services in a timely, responsive, and cost-effective manner.

#### **FISCAL IMPACT/FINANCING**

The monthly cost for this service is \$14,000, or \$84,000 for the entire six-month period, plus 10 percent for additional and unscheduled work requirements within the scope of work for this contract. Of the monthly amount, \$13,000 will be funded with Supervisorial District 1 Road Construction Program funds, and the remaining \$1,000 will be funded from the Off-Street Parking Districts and Preferential Parking funds. Funds have been requested in Public Works' Proposed 2006-07 budgets for these two funds. There will be no impact on net County costs.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amendment has been executed by the contractor and approved as to form by County Counsel.

The Honorable Board of Supervisors  
May 4, 2006  
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This amendment will continue the contract's current terms, specifications, and conditions. The billing rates will remain consistent with the existing contract rates. Therefore, the services provided under this extension will continue to be cost-effective.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to the requirements of the CEQA, these enhanced maintenance services are categorically exempt as specified in Class 1 (x-22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this amendment will continue the current contract services.

### **CONCLUSION**

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc. 3

cc: Chief Administrative Office  
County Counsel

AMENDMENT 1 TO CONTRACT NO. 001347

WHITTIER BOULEVARD CLEAN-UP PROJECT

THIS AMENDMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and WOODS MAINTENANCE SERVICES, INCORPORATED, d.b.a. GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001347 was entered into between the COUNTY and the CONTRACTOR on June 30, 2003, to furnish enhanced maintenance services along Whittier Boulevard in East Los Angeles; and

WHEREAS, Contract No 001347 is scheduled to expire on June 30, 2006; and

WHEREAS, Public Works desires that this contract be extended on a month-to-month basis for a period of up to six months under the Contract's existing terms and conditions; and

WHEREAS, the CONTRACTOR is willing to continue the work for this period at the current contract rate; and

WHEREAS, the COUNTY has revised its contractor nonresponsibility, debarment, and assignment contract conditions since Contract NO. 001347 was entered into.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001347 between them shall be amended as follows:

FIRST: Part I, Section 2.O, Duration of Contract, is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to six months, beginning July 1, 2006, subject to the following:

- Continuous performance of this Contract is hereby agreed upon by the COUNTY and the CONTRACTOR on the first day of each successive month, for a period of one month, commencing on July 1, 2006, up to the maximum period of six months, through and including December 31, 2006, unless the COUNTY provides written notice of nonrenewal at least five days before the first day of the successive one-month term.

SECOND: Part II, Section 2.R, Proposer Debarment, of this Contract is hereby amended to read as follows: The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the

CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After the consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than

five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

THIRD: Part II, Section 4.F is deleted, and Part III, Section C, is amended to read as follows: CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: All other terms, requirements, specifications, conditions, and prices of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By Michael D. Antonovich  
Mayor, Los Angeles County

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By [Signature]  
Deputy

WOODS MAINTENANCE SERVICES,  
INCORPORATED, d.b.a. GRAFFITI  
CONTROL SYSTEMS

By [Signature]  
Its President

BARRY K WOODS  
Type or Print Name

By [Signature]  
Its Secretary

Diane W Woods  
Type or Print Name

## ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>CALIFORNIA</u>          County of <u>LOS ANGELES</u> }          On <u>APRIL 21, 2006</u> before me <u>DORIS J. LEMAIRE, NOTARY PUBLIC</u>  <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small>          personally appeared <u>BARRY K WOODS and DIANE W WOODS</u>  <small>NAME(S) OF SIGNER(S)</small>  <input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.          Witness my hand and official seal.  <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;">   <small>SIGNATURE OF NOTARY</small> </div> <div style="flex: 0.5; text-align: center;"> </div> </div> </p>	<p><b>CAPACITY CLAIMED BY SIGNER(S)</b>  <input type="checkbox"/> INDIVIDUAL(S)  <input checked="" type="checkbox"/> CORPORATE OFFICER(S)          _____, AND          _____  <input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small>  <input type="checkbox"/> ATTORNEY-IN-FACT  <input type="checkbox"/> TRUSTEE(S)  <input type="checkbox"/> GARDIAN/CONSERVATOR  <input type="checkbox"/> OTHER: _____          _____  <b>SIGNER IS REPRESENTING:</b>          NAME OF PERSON(S) OR ENTITY(IES)          _____          _____          _____       </p>		
<p><b>ATTENTION NOTARY:</b> Although the information requested below is <b>OPTIONAL</b>, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p><b>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</b></p> </td> <td style="width: 70%;"> <p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p><b>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</b></p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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